

UNITED STATES DISTRICT COURT  
Southern District of New York

- - - - -x  
:   
STARLIGHT MARITIME LTD., :   
: 08-CIV-5542 (GBD)  
Plaintiff, :   
:   
-against- : **DECLARATION**  
:   
PRODPROGRAMMA IMPULS LTD., :   
:   
Defendant. :   
:   
- - - - -x

Sandra Gale Behrle, declares under penalties of perjury:

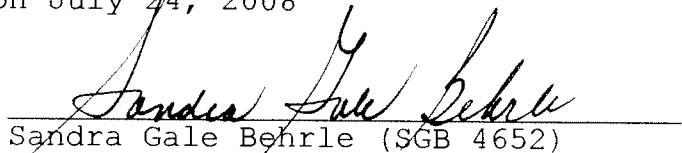
1. I am an attorney duly admitted to practice before the courts of the State of New York and this Court. I represent the defendant Prodprogramma Impuls Ltd.

2. Annexed hereto is a true copy of the Charter Party between the parties to this action. Clause 31 at page 4, says in pertinent part:

"all disputes to be settled at maritime arbitration court of Chamber and industry, Moscow under Russian law."

3. Plaintiff has acknowledged that the underlying dispute must be arbitrated in Moscow under Russian law. Verified Complaint, ¶12.

Signed at New York, New York on July 24, 2008

  
Sandra Gale Behrle (SGB 4652)



Elena Shipping Agency Co. Ltd

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Tue, July 31, 2007

port of Vladivostok

FIXTURE RECAP

TODAY IT IS MUTUALLY AGREED AND CONFIRMED - TTL 1 PAGE - BETWEEN  
STARLIGHT MARITIME LTD AS OWNERS, AND PRODEPROGRAMMA IMPULS LTD AS CHARTERERS  
UNDER THE FOLLOWING TERMS AND CONDITIONS:

MY. KY FORTUNE -

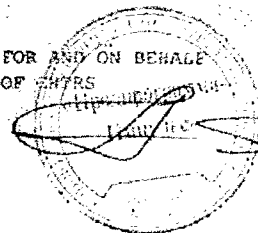
6691.32MT TWEEN DECKER, 1985BLT  
CLASS NKK, PANAMA FLAG  
GRT / NRT : 5545 / 2310  
LOA X BM : 101.7 X 13.8M  
GR / BL CAPA : 13951 / 11847M3  
2HO / 2H, DERR 4 X 15T

FOR

- ACCOUNT: PRODEPROGRAMMA IMPULS LTD
- CARGO ABT 6,000MT UP TO FULL AND COMPLETE CARGO IN CHRTS OPTION BGRICE,  
SP 1.4 CBM MCG
- LAYCAN 01-05 AUG 2007 FOR BKK
- LOADING PORTS : 1 SA BKK (2000 MT) + 1 SA HCMC (4000 MT)
- DISCHARGE PORT: 1 SB NAKHODKA
- L/RATE: 1000MT PWWD SHEX UU AT BKK  
1500MT PWWD SHEX UU AT HCM
- D/RATE: 1000MT PWWD SHEX UU
- FRT: USD 38.00 FMT FIOS BASIS 2/1  
FRT SHALL BE DEEMED AS FULL EARNED BY OWNERS UPON LOADED ONBOARD, DISCOUNTLESS,  
NON-RETURNABLE, WHETHER CGO AND/OR VSL LOST OR NOT.
- 100 % FRT PAYMENT LESS COMM TO BE PAID W/I 5 BDAYS AFTER COMPLETE OF LOADING BUT BBB
- DEM/DES: USD6000/ FREE DESP - LAYTIME REVERSIBLE
- DEM IF ANY TO BE SETTLED W/I 7DAYS AFT COMPLETION OF DISCRG.
- LASHING/SECURE/DONNAGE TBE CHRTS A/C.
- LIGHTERAGE/LIGHTENING, IF ANY AT LOAD/DISCH PORT, TO BE FOR CHRTS ACCT/RISK/TIME.
- FUINGATION IT ANY TO BE CHRTS ACCT / TIME AT BENS WHICH TO BE INCLUDED AS LAYTIME
- IF ANY TAXES/DUES ON VESSEL/FREIGHT TO BE FOR OWNERS ACCOUNT,  
AND SAME ON CARGO TO BE FOR CHARTERERS ACCOUNT.
- OAP IF ANY TO BE FOR CHARTERERS ACCOUNT.
- CHRTS AGENTS BOTH ENDS:  
AT BANGKOK - PANAMAX CO. LTD  
AT HCMC - VIETFRACHT  
AT NAKHODKA - VIRA CO., LTD
- OTHER TERMS AS PER CHRTS EXECUTE CP - MV 'PACIFIC BREEZE'
- 3.75% TTL INCLDG ADD COMM ON FRD/DFRT/DEM TO BE LESSD FROM FRT IN  
ACCORDANCE WITH ELENA SHIPPING INVOICE.

FOR AND ON BEHALF  
OF OWNER

FOR AND ON BEHALF  
OF CHRTS



**RIDER CLAUSES TO M.V. "PACIFIC BREEZE"  
CHARTER PARTY DD 22 JUNE 2007**

**20/ vsl's description clause**

mv PACIFIC BREEZE

general cgo ship, flag Cambodia, crew Russian, built 1972 in Russia  
loa/lbp/bm 136.8/125.0/17.8 grt/nrt 6,662/3,058 rt  
dwt 7,700mt on summer draft 7.5m,  
4 ho/4 ha - gr/bl capa 11,650/10,730 cbm  
other dtls as per attached file (pages)

owner : Pacific Shipping and Trading Co., usa

owners guarantee that the performing vessel will be fully p+i covered (with all current premiums paid) for all risks (including for cargo claims) and is not subject to any known breach of club rules and will remain so covered for the duration of this voyage via an internationally recognised insurance/p+i club

from the date of coming into force of the international code for the security of ships and of port facilities and the relevant amendments to solas (the isps code) and thereafter during the currency of this charter party the owners shall procure that the vessel and "the company" (as defined in the isps code) shall comply with the requirements of the isps code

owners warrant that the performing vessel/carrier/owner/disponent owners/managers will always be in conformity with applicable laws relating to the load/discharging countries and any waters/countries vessel transits through to perform this voyage. owners to be fully responsible for all costs/consequences if in violation of this warranty

vsl to proceed at top service speed - 11 knots in good weather

vessel shall not change ownership without charterers' written consent

vessel to have adequate, effective electric ventilation system on board suitable for carrying bagged rice

**21/ loading and discharging clause**

cargo is to be loaded by ship's gear at the rate of  
- 300 mt per gear pwwd shex uu per weather working day - for hcmc  
- 250 mt per gear pwwd shex uu - for bkk or khscg  
owners guarantee maximum 3 workable hook/gang simultaneously

cargo is to be discharged by shore cranes free of expense to vessel at the rate of 1000 mts bss 3 workable hook/gang shinc per weather working day .

shifting/lighterage for chtrs time and acct at both ends

shore crane if any tbf chtrs acct

**22/ hold condition & inspection clause**

the vessel's hold(s) to be suitable for the type and quantity of cgo to be loaded under this

**RIDER CLAUSES TO M.V. "PACIFIC BREEZE "**  
**CHARTER PARTY DD 22 JUNE 2007**

charter party and no cargo to be loaded in deep tanks and or other inaccessible places. stevedores, although appointed and paid for by shippers and/or receivers, shall load, stow and discharge under the direction and control of the master who will be responsible for proper stowage and the seaworthy trim, of the vessel and considered as servants of the vessel.

charterers/shippers shall have the liberty to arrange for holds confirmed inspection, as they may require prior to loading at loadport in order to ascertain that the vessel meet the warranties.

vessels hold(s) to be properly swept, cleaned free of any residues of previous cargoes /rust scale/odours/dead and alive insects and dried to charterers and/or shippers satisfaction before notice of readiness can be tendered.

if cargo holds do not meet the warranties and are rejected confirmed shippers/surveyors, owners to arrange immediately holds cleaning for their own risk/time/expenses. all time lost from the moment of rejection until final acceptance to be for owners account.

in case of a dispute the ruling of an independent surveyor shall be binding, and the expenses of the surveyor to be for the account of the losing party

**23/ hatches condition & inspection clause**

vessel to have hydraulic mc gregor hatch cover. opening and closing of hatches to be performed by crew.

vessel have fitting hatch covers, weather-deck hatches, man-holes, etc to be absolutely watertight

chtrs have option to carry out hose test or chalk test on hatch covers prior to commencement of loading. such test if all ok tbf chtrs time a/c but if failed tbf ownrs time and acct, also ownrs have to provide sealing materials

**24/ tally clause**

shore tally if required by charterers will be charterers a/c - shipside tally tbf owners account

**25/ notices clause**

at each loading port and discharging port the vessel is not to tender notice of readiness until she is in every respect ready to load or discharge. written notice (or by cable) to be given during office hours only (0800 to 1700 hrs every day excluding, sundays and holidays or local equivalent).

notices are to be given by master to the following parties:  
charterer's brokers - elena shpg agcy, vladi and load or disport agent(s)

the following notices to be sent to the above 2 parties as follows -

-a/ on fixing - giving detail of vessel's present position (including place/agents

**RIDER CLAUSES TO M.V. "PACIFIC BREEZE"**  
**CHARTER PARTY DD 22 JUNE 2007**

details/cargo on board) and a detailed itinerary - thereafter to send an updated approximate notice for loadport every 24 hours followed by 72/48/24 hours definite notice.

-b/ on sailing from loadport giving quantity of cargo loaded and estimated arrival draft at disport with a detailed itinerary of the voyage - thereafter to send an updated approximate notice for disport/s every 24 hours followed by 72/48/24 hours definite notice. at any time during the vessel's voyage, any change/delay of more than 12 hours from the previous notice of eta should be sent immediately to the above parties with a revised eta if owners or master fails to give any definite notices, loading or discharging laytime will be extended by 24 weather working hours

**26/ demurrage & dispatch clause**

demurrage, if any, at loading and discharging port to be paid at the rate of usd 2,000.00 per day or pro rata part of a day /free dispatch. Laytime reversible.

demurrage at bends to be settled within 10 banking days after dischg completion and presentation of calculations with copy of sof/nor duly signed by master and cgo's shipper/receiver attached.

**27/ agents clause**

charterers agents both loading ports sub reasonable pda -

hcmc - vietfracht co.,ltd  
khscg or bangkok - panamax co.,ltd

Owners agent at discharging port - oib nakhodka

owners to make their own financial arrangements with the agents at ports of loading and charterers shall not be responsible for any delays to the vessel caused by owners failure to comply with this clause.

**28/ fumigation clause**

charterers have the liberty to fumigate the cargo on board at loadg or dischg port. at loadg port owner allow to chtrs free total 12 hrs of daytime (since 0700 till 1800 ) for fumigants putting into holds and all 'non-dangerous' certificates delivery on board. crew's accommodation in hotel during this time not required by ownrs.

any time since 1800 till 0700 used for waiting fumigants putting not to count as laytime. owners confirmed that vsi should sail immediately fm loadg port upon fumigants putted into holds and all 'non-dangerous' certificates delivered on board. chtrs pay extra bonus usd500 together with o.frt for vsi's immediate sailing fm loadg port. otherwise ownrs allow to chtrs 48 hrs free fumigation time at loadg port after fumigants putted into holds. crew's transportation fm ship to hotel and hotel's accomodation tbf charterers account. crew's meal tbf ownrs acct.

at discharging port owner allow to chtrs total 08 official working hours free for quarantine formalities due to fumigants putting in hold.

**RIDER CLAUSES TO M.V. "PACIFIC BREEZE"  
CHARTER PARTY DD 22 JUNE 2007**

**29/ freight payment clause**

freight payment : 100% ocean freight less commission to be paid within 5 (five) banking days after loading completing in hcmc and sign b(s)/l marked 'frt payable as per c/p' or 'frt prepaid' at chopt - upon the receipt of the bank slip owns will release the b/l, always bbb.

usd 0.50/mt tb paid additionally by charterers in case of vsl have to call Vladivostok for custom/quarantine formalities

**30/ custom/quarantine formalities clause**

charterers have option to direct vsl to Vladivostok for cgo's custom/quarantine formalities only - chtrs to nomi/pay their own agt and ordinary port charges for such purpose - owner allow total 2 running days for such call not to count as laytime.

**31/ cargo release clause**

If original bs/l not available at discharge port upon vsl arrival, the owners/master to allow discharge/release of cargo against receiver l.o.i. only as per standard owns pri club form.

second set of bill of lading to be issued at discharging port upon charts' request against l.o.i with collection of 1st set of b/l and 100 pct frt payment.

**32/ taxes clause**

all taxes/dues/charges on cargo at loading/discharging ports to be for shippers / receivers / charterers account. Same on vsl to be for ownrs acct.

any taxes on freight to be for owners account.

**31/ arbitration clause**

g/a as per york/antwerp rules as amended 1990-english law to apply

all disputes to be settled at maritime arbitration court of chamber and industry, Moscow under Russian law.

**32/ comission clause**

comm 3.75 pct tfl to be paid by charterers in accordance with broker's invoice -

on freight/deadfreight tb lesssed fm 100pct o/frt and to be remitted simultaneously with o/frt remittance

on demurrage( if any ) tb lesssed fm final amount mutuallly agreed between owners and chtrs

**33/ original charter party clause**

this fixture comes into effect upon mutuallly agreed fixture recap duly signed by both

**RIDER CLAUSES TO M.V. "PACIFIC BREEZE "**  
**CHARTER PARTY DD 22 JUNE 2007**

parties - It can be acceptable by fax with signature and stamp

3 ( three ) originals charter-party to be issued by chtrs broker and to be duly signed/stamped by both parties as soon as possible but latest before vsl's arrival to dischg port

**34/ confidential clause**

all negotiations/trade along with this fixture to be strictly treated private and confidential and not to be reported to any third party

**end of clauses**

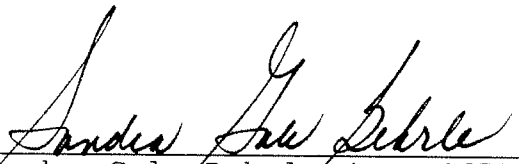
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CERTIFICATE OF SERVICE

I do hereby certify that I have delivered a true and correct copy of the foregoing document to the following addressee at the address stated by depositing same in the United States mail, first class postage prepaid, this \_\_\_\_\_ day of July 2008:

Claurisse Campanale Orozco  
Thomas L. Tisdale  
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Attorneys for Plaintiff  
Starlight Maritime Ltd.

  
Sandra Gale Behrle (SGB 4652)